UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF NEW YORK

Mona Coade-Wingate, on behalf of herself and all others similarly situated,

Plaintiff,

vs.

Equifax Inc. and Equifax Information Services LLC,

Defendants.

Case No.: 1:17-CV-1136[TJM/DEP]

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Mona Coade-Wingate ("Plaintiff"), on behalf of herself and all others similarly situated, brings this class action against EQUIFAX INC. and EQUIFAX INFORMATION SERVICES LLC ("Defendants" or "Equifax") and respectfully alleges the following:

NATURE OF ACTION

1. Plaintiff brings this class action suit on behalf of herself and all others similarly situated, to redress Defendants' failure to adequately safeguard Confidential Personal Information (as defined herein) of Plaintiff and other class members.

2. This action arises from what is one of the largest data security breaches ever to occur in the United States.

3. As a result of this breach, Plaintiff and the millions of individuals whose sensitive personal data was made accessible now face substantial risk of further injury from identity theft, credit and reputational harm, false tax claims, or even extortion.

PARTIES

4. Mona Coade-Wingate is a citizen of the State of New York, County of Columbia.

5. Defendant Equifax Inc. is a global consumer credit reporting agency incorporated in Georgia, with its principal place of business at 1500 Peachtree Street NW, Atlanta, Georgia.

6. Equifax Information Services LLC operates as a subsidiary of Equifax Inc. and collects and reports consumer information to financial institutions. Equifax Information Services LLC is incorporated in Georgia with its principal place of business at 1500 Peachtree Street NW, Atlanta, Georgia.

7. Equifax, along with Experian and TransUnion, is one of the three largest consumer credit reporting firms in the U.S. The company organizes and analyzes data on more than 820 million consumers and more than 91 million businesses worldwide. Equifax's databases hold employee data submitted by more than 7,100 employers.

8. Defendants do business nationwide, including in this District.

9. Defendants are registered to conduct business in New York with the New York Department of State, Division of Corporations, and have designated agents for service of process in Albany, New York, within this District.

10. Upon information and belief, the wrongful acts and/or decisions by Defendants leading to the data breaches at issue in this litigation occurred nationwide and in this District.

FACTUAL ALLEGATIONS

11. On September 7, 2017, Defendants publicly disclosed a massive data security breach that affected approximately 144 million American consumers.

12. According to Defendants, the attack was carried out from mid-May to July 2017.

13. Equifax has stated that the cyberattack was discovered on July 29, 2017. Even though it discovered the attack in July, and despite the breadth and severity of the release, Equifax waited approximately six weeks before publicly announcing the breach.

14. Equifax has now admitted that its systems were breached in March 2017, five months earlier than previously acknowledged.

15. Defendants admit that their U.S. website application had a security "vulnerability" that allowed third parties to access a vast amount of individual personal identifying information.

16. As a result of Defendants' actions, the Social Security numbers, birth dates, addresses, driver's license numbers, and other confidential personal information (collectively "Confidential Personal Information") of millions of U.S. consumers were unlawfully accessed by hackers. Hackers also gained access to credit-card numbers for approximately 209,000 consumers, as well as dispute records containing the Confidential Personal Information of roughly 182,000 consumers.

17. None of the individuals whose Confidential Personal Information was compromised by the hacking authorized such access or disclosure by Defendants.

18. Defendants themselves have stated that Confidential Personal Information was accessed by – and therefore presumably is in the hands of – "criminals."

19. Defendants purport to be sophisticated companies with "industry expertise" in handling "trusted unique data," including the highly sensitive and Confidential Personal Information of individuals like the Plaintiff.

20. Despite these representations, Defendants have been sued, investigated, and fined multiple times in recent years for fundamental flaws in their electronic systems that store and handle Confidential Personal Information.

21. After more than a month, Equifax established a website that allows individuals based in the United States to determine whether their data may have been compromised, and enroll in free credit monitoring with Equifax.

22. The website Equifax set up and directed consumers to use to check whether their Confidential Personal Information had been compromised was itself fraught with security risks. The site has a flawed Transport Layer Security implementation, and runs on free blogging software unsuitable for secure applications.

23. The site also asks consumers to provide their last name, as well as the last six digits of the Social Security numbers, without any assurance that that the information would be secure. It fails to warn consumers to use a secure computer or encrypted network to transmit such sensitive information.

24. In fact, the site appears to generate the same responses regardless of whether a consumer enters valid or fictional information.

25. The site asks consumers to enroll in an Equifax product (TrustedID) that requires consumers to provide additional sensitive personal information.

26. In order to use the TrustedID free credit monitoring, the site also inconspicuously requires consumers to waive certain legal rights and submit disputes to individual arbitration.

27. Upon information and belief, the wrongful acts and/or decisions by Defendants leading to the data breaches at issue in this litigation occurred nationwide and in this District.

JURISDICTION

28. This Court has original jurisdiction pursuant to 28 U.S.C.A. § 1332(d)(2), in that the matter in controversy, exclusive of interest and costs, exceeds the sum of $5,000,000 and is a class action in which members of the Class are citizens of a State different from Defendants.

29. This Court has personal jurisdiction over Defendants because they conduct significant business in this District, maintain a lawful agent for service of process within this District, and the unlawful conduct alleged in the Complaint occurred in, was directed to and/or

caused injury within this District.

30. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because a substantial part of the events giving rise to Plaintiff's and putative Class Members' claims occurred in this jurisdiction. Defendants are authorized to do business in this District and are subject to personal jurisdiction in this District.

CLASS ACTION ALLEGATIONS

31. Plaintiff repeats and realleges paragraphs 1 through 30 of this Complaint as if set forth fully here, and further alleges as follows.

32. Plaintiff brings her claims on behalf of the Class, which is defined as:

> All United States residents whose Confidential Personal Information became accessible in either Equifax data breach disclosed on September 7, 2017, or September 18, 2017.

33. Plaintiff also brings this action on behalf of the New York Subclass, which is defined as:

> All New York residents whose Confidential Personal Information became accessible in either Equifax data breach disclosed on September 7, 2017, or September 18, 2017.

34. Excluded from the Class and New York Subclass are: a) any Judge or Magistrate presiding over this action and members of their families; b) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest (collectively the "Affiliated Defendant Entities") and the current or former employees of the Affiliated Defendant Entities; c) persons who properly execute and file a timely request for exclusion from the Class; d) all persons who have previously had claims finally adjudicated or who have released their claims against Defendants similar to those alleged herein; and e) any individual who contributed to the unauthorized access of the Confidential Personal

Information held by Defendants; and f) the legal representatives, successors or assigns of any of the persons or entities identified in sections a) through e) of this Paragraph 34.

35. While the exact number and identities of the Class Members are unknown at this time, and can only be ascertained through appropriate discovery, on information and belief, the Class is so numerous – over one hundred and forty-three million (143,000,000) –that joinder of all Class Members is impracticable.

36. Defendants' wrongful conduct affected all of the Class Members in precisely the same way, including: a) Defendants improperly and inadequately stored consumers' Confidential Personal Information; b) Defendants failed to safeguard consumers' Confidential Personal Information; c) Defendants failed to immediately notify consumers of the data breaches and/or notify them directly as soon as practicable after discovering the data breaches; and d) Defendants failed to monitor and ensure compliance with pertinent data security standards, statutes and regulations.

37. Questions of law and fact common to all Class Members predominate over any questions affecting only individual Class Members including, without limitation:

(a) Whether Defendants owed duties to Class Members under federal and state law to protect their Confidential Personal Information, provide timely notice of unauthorized access to this information, and provide meaningful and fair redress;

(b) Whether Defendants breached these duties;

(c) Whether Defendants acted wrongfully by improperly monitoring, storing and/or failing to properly safeguard consumers' Confidential Personal Information;

(d) Whether Defendants knew, or reasonably should have known, about the deficiencies in their data storage systems;

(e) Whether Defendants willfully failed to design, employ, and maintain a system adequate to protect consumers' personal information;

(f) Whether representations that Defendants made about the security of their systems were false or misleading;

(g) Whether Defendants' failures resulted in the statutory and common law breaches alleged herein; and

(h) Whether Defendants failed to properly and timely notify Plaintiff and Class Members of the breach as soon as practical after it was discovered.

38. Plaintiff's claims are typical of the claims of all Class Members because such claims arise from the Defendants' wrongful conduct, as alleged above, pertaining to Plaintiff's and Class Members' Confidential Personal Information. Plaintiff has no interests antagonistic to the interests of the other Class Members.

39. Plaintiff will fairly and adequately represent and protect the interests of the Class Members. Plaintiff has retained competent counsel experienced in complex commercial litigation and class actions to represent herself and the Class.

40. This class action also provides a fair and efficient method for adjudicating the claims of Plaintiff and Class Members for the following reasons:

(a) common questions of law and fact predominate over any question affecting any individual Class Member;

(b) the prosecution of separate actions by individual Class Members would likely create a risk of inconsistent or varying adjudications with respect to individual Class Members, thereby establishing incompatible standards of conduct for the Defendants and/or would allow some Class Members' claims to adversely affect the ability of other Class Members to protect their interests;

(c) Plaintiff anticipates no difficulty in the management of this litigation as a class action; and

(d) The Class is readily definable. Prosecution as a class action will eliminate the possibility of repetitious litigation while also providing redress for claims that may be too small to support the expense of individual, complex litigation.

41. For these reasons, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Certification, therefore, is appropriate under Rule 23(b)(1) or (b)(3) of the Federal Rules of Civil Procedure.

FIRST CAUSE OF ACTION
VIOLATION OF FAIR CREDIT REPORTING ACT ("FCRA")
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

42. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 41 of this Complaint as if fully set forth herein, and further alleges as follows.

43. Plaintiff and Class Members are individual consumers within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

44. The Confidential Personal Information at issue was a "consumer report" within the meaning of the FCRA (15 U.S.C. § 1681a(d)) because the Confidential Personal Information was a communication of information that bears on the credit-worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of Plaintiff and

Class Members that was expected to be used or collected to serve as a factor in establishing Plaintiff's and Class Members' eligibility for credit.

45. Defendants are consumer reporting agencies within the meaning of the FCRA (15 U.S.C. § 1681e(a)) because they regularly engage, for monetary fees, in assembling and evaluating consumer credit information and other consumer information for the purpose of furnishing consumer credit reports to third parties, such as banks, cell phone carriers, and other lenders and retailers.

46. Under the FCRA, Defendants were required to maintain reasonable procedures and safeguards to limit the furnishing of consumer credit reports to six circumstances ("purposes") identified at 15 U.S.C. § 1681b.

47. Defendants violated the FCRA by furnishing the Confidential Personal Information in various consumer credit reports to the unauthorized individuals or entities that accessed the Confidential Personal Information through the Equifax website, because furnishing consumer credit reports in such circumstances is not one of the permitted "purposes" under the FCRA. In addition, Defendants failed to maintain reasonable technological practices, systems, safeguards or other procedures designed to prevent such impermissible furnishing of consumer credit reports.

48. In light of Defendants' knowledge, experience, and expertise in consumer data security, the prior failures in their systems, and the vast nature of this breach, which affected such core consumer information and went on for so long without detection and disclosure, it also is clear that Defendants acted willfully and/or recklessly in their failure to safeguard the Confidential Personal Information at issue here.

49. Defendants' willful and/or reckless violations of the FCRA provided the means for third parties to access, obtain, and misuse the Confidential Personal Information of Plaintiff and

Class Members without authorization and for purposes not permitted by the FCRA.

50. Defendants' violation of their duties under the FCRA constitutes a de facto injury to Plaintiff and Class Members. In addition, Defendants' violation of the FCRA has directly and proximately injured Plaintiff and Class Members, including by foreseeably causing them to expend time and resources investigating the extent to which their personal information has been compromised, taking reasonable steps to minimize the extent to which the breach puts their credit, reputation and finances at risk, and taking reasonable steps (now or in the future) to redress fraud, identity theft, and similar foreseeable consequences of criminals obtaining their Confidential Personal Information.

51. Pursuant to 15 U.S.C. § 1681n(a)(1)–(3), Plaintiff and Class Members are entitled to recover their attorney's fees and costs for Defendants' willful non-compliance with the FCRA.

SECOND CAUSE OF ACTION
BREACH OF CONFIDENTIALITY AND/OR FIDUCIARY DUTY
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

52. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 51 of this Complaint as if set forth fully here, and further alleges as follows.

53. By virtue of their possession, custody and/or control of Plaintiff's and Class Members' Confidential Personal Information, and their duty to properly monitor and safeguard it, Defendants were, and continue to be, in a confidential, special and/or fiduciary relationship with Plaintiff and Class Members. As fiduciaries, Defendants owed, and continue to owe, Plaintiff and Class Members:

(a) the commitment to deal fairly and honestly;

(b) the duties of good faith and undivided loyalty; and

(c) integrity of the strictest kind.

54. Defendants were, and continue to be, obligated to exercise the highest degree of care in carrying out their responsibilities to Plaintiff and Class Members under such confidential, special and/or fiduciary relationships.

55. Defendants breached their fiduciary duties to Plaintiff and Class Members by, inter alia, improperly storing, monitoring and/or safeguarding Plaintiff's and Class Members' Confidential Personal Information.

56. To the extent that Defendants are fiduciaries who did not breach the duties outlined above, Defendants are nonetheless liable because they had knowledge of the breaches of fiduciary duty committed by other fiduciaries, and did not make reasonable efforts under the circumstances to remedy such fiduciary breaches.

57. To the extent that Defendants are not fiduciaries, Defendants are nonetheless liable because they engaged in transactions with a breaching fiduciary under circumstances in which they knew, or should have known, about such fiduciary breaches.

58. Defendants breached their fiduciary duties to Plaintiff and Class Members by their wrongful actions described above. Defendants willfully and wantonly breached their fiduciary duties to Plaintiff and Class Members or, at the very least, committed these breaches with conscious indifference and reckless disregard of their rights and interests.

THIRD CAUSE OF ACTION
NEGLIGENCE
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

59. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 58 of this Complaint as if set forth fully here, and further alleges as follows.

60. Defendants were, and continue to be, in possession of Confidential Personal Information of Plaintiff and Class Members.

61. Defendants assumed a duty, and had duties imposed upon them by regulations and common law, to use reasonable care to keep Plaintiff's and Class Members' Confidential Personal Information private and secure, including a duty to comply with applicable data security standards, statutes and/or regulations.

62. Defendants also had a duty to timely inform Plaintiff and Class Members of the breach and the fact that their Confidential Personal Information had been stolen and/or compromised, and, upon learning of the breach, a duty to take immediate action to protect Plaintiff and Class Members from the foreseeable consequences of the breach.

63. By their acts and omissions described therein, Defendants unlawfully breached their duties, and Plaintiff and Class Members were harmed as a direct and proximate result.

64. Defendants knew, or should have known, that their computer network for processing and storing consumers' Confidential Personal Information had security vulnerabilities. Defendants were negligent by continuing to accept, process and store such information in light of these computer network vulnerabilities and the sensitivity of the Confidential Personal Information stored within.

65. The breach, and the resulting damages suffered by Plaintiff and Class Members, were the direct and proximate result of a number of negligent actions and omissions, including but not limited to:

(a) Defendants' improper retention and storage of Plaintiff's and Class Members' Confidential Personal Information;

(b) Defendants' failure to use reasonable care to implement and maintain appropriate security procedures necessary to protect such information from unlawful intrusion and access;

(c) Defendants' delays in notifying Plaintiff and Class Members about the breach; and

(d) Defendants' failure to take immediate and effective action to protect Plaintiff and Class Members from potential and foreseeable damage.

66. Defendants' wrongful actions constitute negligence.

67. Defendants knew, or should have known, that their network for processing and storing consumers' Confidential Personal Information had security vulnerabilities. Indeed, Defendants were aware in March 2017 of the security vulnerabilities of their data due to unlawful access by hackers but yet failed to take all necessary steps to preclude the later hacker access. Defendants were negligent in continuing to maintain and process such Confidential Personal Information in light of those vulnerabilities and the sensitivity of the information.

68. The breach was a direct and/or proximate result of Defendants' failure to use reasonable care to ensure that they maintained appropriate security procedures reasonably designed to protect Plaintiff's and Class Members' Confidential Personal Information. Defendants' wrongful conduct constitutes negligence.

69. Plaintiff and Class Members have not in any way contributed to the security breach or the compromise or theft of their Confidential Personal Information from Defendants.

70. Plaintiff and Class Members have sustained and continue to sustain damages as a direct and proximate result of Defendant's negligence, in an amount to be proved at trial.

FOURTH CAUSE OF ACTION
NEGLIGENCE PER SE
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

71. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 70 of this Complaint as if set forth fully here, and further alleges as follows.

72. Pursuant to the Gramm-Leach-Bliley Act (the "Act"), 15 U.S.C. § 6801, Defendants had a duty to protect and keep consumers' Confidential Personal Information secure, private and confidential.

73. Defendants violated the Act by not adequately safeguarding Plaintiff's and Class Members' Confidential Personal Information, as defined under the Act, and by not adequately monitoring and ensuring that Defendants complied with data security standards, card association standards, statutes and/or regulations designed to protect such Confidential Personal Information.

74. Defendants also failed to comply with data security standards, statutes and regulations prohibiting the storage of unprotected Confidential Personal Information.

75. Defendants' failure to comply with the Act, as well as other industry standards, applicable statutes and/or regulations constitutes negligence per se.

FIFTH CAUSE OF ACTION
BREACH OF CONTRACT
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

76. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 75 of this Complaint as if set forth fully here, and further alleges as follows.

77. Upon information and belief, Defendants obtained Confidential Personal Information of Plaintiff and Class Members pursuant to contractual agreements with employers, banks, financial institutions, and other entities, which contracts included requirements that such Confidential Personal Information be adequately secured and safeguarded against theft, compromise and/or unauthorized disclosure.

78. Plaintiff and Class Members were third-party beneficiaries of Defendants' contracts with employers, banks, financial institutions, and other entities who provided Confidential Personal Information to Defendants.

79. Plaintiff and Class Members were also parties to actual or implied contracts with Defendants that required Defendants to properly safeguard their Confidential Personal Information from theft, compromise and/or unauthorized disclosure.

80. Defendants breached their agreements with Plaintiff and Class Members, and/or breached agreements with persons who provided the Confidential Personal Information of Plaintiff and Class Members to Defendants, by failing to properly safeguard Confidential Personal Information from theft, compromise and/or unauthorized disclosure.

81. Plaintiffs have sustained damages as a result of Defendants' breaches of contract.

SIXTH CAUSE OF ACTION
DECLARATORY JUDGMENT
(ON BEHALF OF PLAINTIFF, PROPOSED CLASS AND NEW YORK SUBCLASS)

82. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 81 as if fully set forth herein, and further alleges as follows.

83. As set forth above, Plaintiff and the Class Members have valid common law and statutory claims against Equifax. An actual controversy has arisen in the wake of Equifax's data breaches regarding Equifax's current obligations to provide reasonable internet security measures to protect Confidential Personal Information of Plaintiff and the Class Members.

84. Plaintiff thus seeks a declaration that to comply with its existing obligations, Equifax must implement specific additional security practices, as outlined below, to provide reasonable protection and security to the Confidential Personal Information of the Plaintiff and the Class Members. Specifically, Plaintiff and the Class Members seek a declaration that (a) Equifax's existing internet security measures do not comply with its obligations, and (b) that to comply with its obligations, Equifax must implement and maintain reasonable internet security measures on behalf of Plaintiff and the nationwide Class, including, but not limited to: (1) engaging third party

internet security testers as well as internal security personnel to conduct testing consistent with prudent industry practices, including simulated attacks, penetration tests, and audits on Equifax's internet security measures on a periodic basis; (2) engaging third party internet security testers and internal personnel to run automated security monitoring of Equifax's websites and databases consistent with prudent industry practices; (3) auditing, testing, and training its internal internet security personnel regarding any new or modified procedures; (4) conducting regular website, internet, and online database scanning and security checks consistent with prudent industry practices; (5) periodically conducting internal training and education to inform internal personnel how to identify and contain a data breach when it occurs and what to do in response to a breach consistent with prudent industry practices; (6) receiving periodic compliance audits by a third party regarding the security of the Equifax's online websites and databases it uses to store the Confidential Personal Information of its customers; (7) providing ongoing identity theft protection, monitoring, and recovery services to Plaintiff and Class Members.

85. The Plaintiff and each Class Member is entitled to additional declaratory relief by the Court providing that Equifax is obligated, pursuant to terms established by the Court, to reimburse said individuals for any and all future harm caused by the data breach.

SEVENTH CAUSE OF ACTION
VIOLATION OF NY GEN. BUS. LAW § 349
(ON BEHALF OF PLAINTIFF AND THE NEW YORK SUBCLASS)

86. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 85 of this Complaint as if fully set forth herein, and further alleges as follows.

87. Plaintiff brings this Claim on behalf of herself and the members of the New York Subclass.

88. New York General Business Law section 349(a) prohibits "[d]eceptive acts or

practices in the conduct of any business, trade or commerce."

89. Defendants have engaged in deceptive acts or practices in violation of N.Y. Gen. Bus. Law § 349(a) by misrepresenting that they were sophisticated companies with "industry expertise" in handling "trusted unique data," including the highly sensitive and Confidential Personal Information of individual consumers like Plaintiff.

90. Defendants' misrepresentations constitute "deceptive" acts and practices within the meaning of N.Y. Gen. Bus. Law § 349(a), in that Defendants' conduct was injurious to consumers, offended public policy and was unethical and unscrupulous. Defendants' violation of consumer protection and unfair competition laws in New York resulted in harm to consumers.

91. Plaintiff and members of the New York Class have been injured in fact, suffering losses of time and resources investigating the effects of the data breach and taking preventative measures to minimize their substantial risk of further injury from identity theft, credit and reputational harm, false tax claims or even extortion as a result of Defendants' fraudulent, unlawful and unfair business practices.

92. Defendants have thus engaged in deceptive acts and practices, entitling Plaintiff and members of the Class to legal and equitable relief against Defendants recoverable under NY Gen. Bus. L. § 349.

EIGHTH CAUSE OF ACTION
VIOLATION OF NY GEN. BUS. LAW § 380 (NY FAIR CREDIT REPORTING ACT)
(ON BEHALF OF PLAINTIFF AND THE NEW YORK SUBCLASS)

93. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1 through 92 of this Complaint as if fully set forth herein, and further alleges as follows.

94. Plaintiff brings this Claim on behalf of herself and the members of the New York Subclass.

95. At all times pertinent to the allegations in this Complaint New York Gen. Bus. Law § 380, *et seq*. was in full force and effect.

96. Defendants are both "consumer reporting agencies" and "consumer credit reporting agencies" as defined in NY Gen. Bus. Law § 380-a(e) and § 380-a(k), respectively.

97. Plaintiff and Members of the New York Subclass are "consumers" as defined in NY Gen. Bus. Law § 380-a(b).

98. The Confidential Personal Information described in this Complaint is of the type typically contained in a "consumer report" as defined in NY Gen. Bus. Law § 380-a(c).

99. NY Gen. Bus. Law § 380-b allows a consumer reporting agency to furnish a consumer report under three select circumstances "and no other."

100. Defendants violated NY Gen. Bus. Law § 380-b by their disclosure of millions of consumer reports, for reasons which do not fall into one of the three circumstances under which a consumer reporting agency may disclose a consumer report under NY Gen. Bus. Law § 380-b.

101. NY Gen. Bus. Law § 380-k mandates that "[e]very consumer or reporting agency shall maintain reasonable procedures designed to avoid violations" of section 380-b.

102. Defendants violated NY Gen. Bus. Law § 380-k by failing to maintain reasonable procedures designed to avoid unauthorized disclosure of consumer reports.

103. As a result of these violations, Plaintiff and the New York Subclass Members have incurred damages in an amount to be proven at trial, and are also entitled to recover their attorneys' fees under NY Gen. Bus. Law § 380-m.

DEMAND FOR RELIEF

104. Plaintiff repeats and realleges each of the allegations contained in paragraphs 1 through 103 of this Complaint, and further alleges as follows.

105. As a direct and/or proximate result of Defendants' wrongful conduct, Plaintiff and Class Members have sustained, and will continue to sustain, damages in the form of: a) the unauthorized disclosure and/or compromise of their Confidential Personal Information; b) monetary losses and damage to credit from fraudulent charges made on their accounts; and c) the burden and expense of credit monitoring.

106. Plaintiff and Class Members' damages were reasonably foreseeable by Defendants.

107. Plaintiff and Class Members are entitled to equitable relief to prevent any additional harm including, but not limited to, provision of credit monitoring services for a period of time to be determined by the trier of fact.

108. Plaintiff and Class Members are entitled to recover their reasonable and necessary attorneys' fees, litigation expenses and court costs.

WHEREFORE, Plaintiff, on behalf of herself and all other similarly situated Class Members, respectfully requests that this Court:

A. Certify this action as a class action pursuant to Rule 23(b)(1) and/or 23(b)(3) of the Federal Rules of Civil Procedure, appoint Plaintiff as representatives of the Class and New York Subclass, and appoint Plaintiff's counsel as Class Counsel;

B. Enter judgment in favor of Plaintiff, the Class, and the New York Subclass against Defendants on the Claims asserted herein;

C. Award damages in an amount to be determined by the trier of fact;

D. Award such equitable relief that the Court deems just and proper;

E. Award Plaintiff her attorneys' fees, expenses and costs of suit;

F. Award pre-judgment and post-judgment interest at the maximum rate allowed by law; and

G. Grant such other and further relief that this Court may deem necessary, just and proper.

JURY TRIAL DEMANDED

Plaintiff respectfully demands a trial by jury on all the claims and causes of action so triable.

Dated: New York, NY
October 12, 2017

HELLMUTH & JOHNSON, PLLC

By: /s/

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